No. 3680

IN THE

United States Circuit Court of Appeals

FOR THE

NINTH CIRCUIT

WONG WONG,
Plaintiff-in-Error,
vs.
HONOLULU SKATING RINK, LTD., MORRIS ROSENBLEDT and FRED HARRISON,
Defendants-in-Error.

No. 3680
In Error to the Supreme Court of Hawaii.

REPLY BRIEF OF THE PLAINTIFF IN ERROR

Upon Writ of Error to the Supreme Court of the Territory of Hawaii.

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REPLY BRIEF FOR DEFENDANTS-IN-ERROR

Upon Writ of Error to the Supreme Court of the Territory of Hawaii.

The brief of the defendants-in-error, Rosenbledt and Harrison, is principally devoted to an argument that the Supreme Court's interpretation and construction of a local statute which follows that of this court in *Arctic Lumber Co. vs. Borden,* 211 Fed. 50, is wrong. This interpretation was given to the statute in *Lewers & Cooke, Limited, vs. Wong Wong,*

22 Haw. 765; *Wong Wong v. Skating Rink,* 240, 181, and *Wong Wong vs. Skating Rink,* 250, 347.

This court is perfectly familiar with the rule that it will follow a local construction of the local statute unless there is manifest error.

Cordova vs. Folgueras y. Rijos, 227 U. S. 375.
Clason vs. Matko, 223 U. S. 646.
Jones vs. Springer, 226 U. S. 148.
John Ii Est. vs. Brown, 235 U. S. 342.

There can be no manifest error when the contra construction as shown by the cases of *Cornell vs. Barney,* 94 N. Y. 397 in the brief of defendants-in-error says at page 29:

"It must at least be said that the construction of this act so far as the same now involved is not free from doubt."

A subsequent local statute of New York is given the construction claimed by the plaintiff-in-error in this case.

Johns vs. Memke, 168 N. Y. 61.

It moreover follows that if the Skating Rink was sufficiently empowered to charge the land of the defendants-in-error with a lien by entering into a contract whereby that land became jointly bound as security, they to that extent became joint obligors and a demand made upon one was sufficient to bind the land of both.

This likewise is a construction of a local statute to which the rule above cited applies and the portion of the court's opinion quoted in the defendants-in-error's brief holds that it is the law and the court is bound by that construction.

A demand on one jointly liable is a demand on all. *Colo. Iron Works vs. Taylor,* 12 Colo. App. 471, is a mechanic's lien case supporting this rule.

Griswold v. Plumb, 13 Mass. 298.
Geisler v. Acosta, 9 N. Y. 227.
Ward v. Warren, 82 N. Y. 265.
Holbrook v. Holbrook, 15 Me. 9.

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